

# **REQUEST FOR PROPOSAL (RFP)**

**For**

Community Nutrition and Physical Activity Promotion



CITY OF RIVERSIDE  
COMMUNITY DEVELOPMENT DEPARTMENT

## Request for Proposal

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## **1. Purpose**

The City of Riverside, hereafter referred to as the “City,” is issuing this Request for Proposals (RFP) to solicit proposals from qualified applicants, hereafter referred to as the “Consultant/Applicant,” to address strategic priorities. Strategic priorities include: 1) increase access to and consumption of healthy foods; 2) increase consumption of healthy beverages; and, 3) increase daily physical activity opportunities.

An estimated amount not to exceed \$97,000 has been allocated for these services for the period of July 1, 2014 through September 30, 2014. The number of awards will be determined by the quality of the proposals received. Subsequent funding will be contingent on the performance of the awarded entity and availability of funds.

## **2. Background**

The City of Riverside’s Community Development Department (CDD) and Mayor’s Office are leading a grant-funded effort to provide healthy food access and promote physical activity to Supplemental Nutrition Assistance Program (SNAP) eligible individuals and families in the City of Riverside. This endeavor will be funded in part during federal fiscal year 2013-2014 by United States Department of Agriculture Supplemental Nutrition Assistance Program Education (USDA SNAP-Ed).

## **3. Prerequisites**

Proposals are requested from Applicants that have a demonstrated capacity to perform the tasks identified in this RFP within the designated timeframe. Proposals will only be considered from Applicants that meet the following prerequisites:

- Have the ability to maintain adequate files and records, and meet statistical reporting requirements.
- Have the administrative fiscal capability to provide and manage the proposed services, and to ensure an adequate audit trail.
- Meet other presentation and participation requirements listed in this RFP.
- Have at least four years of experience within the past five years in administration, project coordination, public relation/marketing, community organizing and/or community health education and promotion; including policy change.
- Have experience in communicating both verbally and in written format with the Spanish speaking population.
- Have access to a personal computer and workspace for use to complete work.
- Have the ability to communicate effectively with elected officials, media representatives, city staff and members of the public in a professional manner.

#### 4. RFP Schedule of Events

It is the goal of the City to select and retain the Consultant by July 1, 2014.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject any or all responses to this RFP at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all submittals.

##### **Deadline for Submission of Questions**

All requests for clarifications or interpretations of the Scope of Work or Terms and Conditions set forth in this RFP should be submitted in writing. The final day for the receipt of questions from Applicants shall be before Tuesday, May 27, 2014 by 1:00 p.m. To ensure fairness and avoid misunderstandings, all **communications must be in written format** and addressed **only** to: Community Development Department, Agueda Padilla, Program Assistant at: apadilla@riversideca.gov.

##### **Deadline for Submission of Applications**

All applications must be submitted by 1 p.m. on Tuesday, June 3, 2014. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP. **Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by the City Council, is strictly prohibited and the Applicant shall be disqualified from consideration.**

The schedule of events below has been prepared. The dates are subject to change as deemed necessary by the City.

<b>Deadline for submission of questions</b>	<b>1 p.m. Tuesday, May 27, 2014</b>
<b>Deadline for submission of applications</b>	<b>1 p.m. Tuesday, June 3, 2014</b>
<b>Tentative date for mailing Award/Denial letters</b>	<b>3 p.m. Tuesday, June 10, 2014</b>
<b>Tentative date for awarding of contract(s)</b>	<b>June 24, 2014</b>
<b>Tentative start date for contract(s)</b>	<b>July 1, 2014</b>

#### 5. Term of Service

The initial term of the contract is anticipated to be three months (July 1, 2014 - September 30, 2014). At the discretion of the City, two extensions of up to one additional year each may be executed following satisfactory performance of the initial term, contingent on the availability of funds.

## **6. General Terms and Conditions**

The successful Applicant will be required to sign a Professional Consultant Service Agreement ("Agreement"). The Consultant must meet all insurance requirements in the Sample Agreement (Exhibit 1). All terms and conditions of the Agreement are non-negotiable.

Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If the Consultant refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Applicant.

## **7. Service Categories**

Interested Applicants are strongly encouraged to propose a plan which includes core activities of Categories A through E below. Applicants will also be required to submit a scope of work and budget documentation. Proposals which include only some of the categories may be considered. Please note that a separate scope of work-related documents and budget related documents must be submitted for each category the Applicant is applying for.

### **Category A: Peer-to-Peer Education**

Category A services shall include the implementation of a peer-to-peer education model, which includes recruitment and training of peer educators to teach nutrition and physical activity classes. Trained peer educators will utilize approved materials to educate their peers in selected communities.

### **Category B: Retail**

Category B services shall include implementation of nutrition education through food demonstrations, educational materials, store tours and point of purchase strategies. Staff will utilize approved educational/promotional materials.

### **Category C: Faith-Based**

Category C services shall include the recruitment of faith-based entities in order to empower participants to adopt healthier eating and activity patterns and make healthful food and physical activity options more available.

### **Category D: Nutrition Education**

Category D services shall include the provision of evidence-based nutrition education classes.

### **Category E: Community Engagement**

Category E services shall collaborate with community groups and other organizations to engage neighborhood members to identify at least one food and beverage strategy in qualifying communities to increase access and consumption of healthy foods and beverages.

## **8. Consultant Scope of Work and Tasks**

The Applicant selected for this program shall be responsible for the following tasks:

### **Category A: Peer-to-Peer Education**

A minimum of 2 Peer Educators will be recruited from the SNAP-Ed-eligible members in the community to reach a minimum of 30 peers in a minimum of 2 nutrition education/obesity prevention class series promoting food security as well as individual, family and organizational changes

Assigned staff will recruit Peer Educators in qualified communities. Participate in all required *Network* training related to Peer-to-Peer Education.

Peer Educators will promote and conduct a least 2 education series to reach a minimum of 30 unduplicated SNAP-Ed Eligible individuals. Invite local CalFresh outreach organizations to attend one education session to provide information on applying for the CalFresh program.

### **Category B: Retail**

Engage a minimum of 4 qualifying grocery retailers (such as: supermarkets, grocery stores, and/or independent grocers) in the City of Riverside to reach a minimum of 2,000 SNAP-Ed-eligible residents through nutrition education materials, food demonstrations, store tours, and point of purchase strategies.

Assigned staff will participate in all required *Network for a Healthy California -Retail Program* trainings in person and/or via webinars. Develop partnerships and Plan of Action with 4 retail owners, managers, and/or staff and work with retail owners, managers and staff on healthy retail strategies. Acquire food handling certification that meets the county's requirements for the staff responsible for engaging the retail sites.

Assigned staff will coordinate, promote, and conduct 1 promotional event at participating stores that highlight healthy changes in GIS-qualified communities. Collaborate with the produce industry, food security organizations, and/or local decision makers. Distribute and maintain appropriate nutrition-education materials such as the Harvest of the Month community newsletters, posters, signage, recipe cards, wobblers, magnets, window clings, Rethink Your Drink materials, hardware, in-store audio, Cal Fresh materials, etc., to qualifying stores, based on the size of the store.

Assigned staff will partner with (1-2) local farmers, farmers' markets, wholesale distributors, and/or community supported agriculture programs to facilitate business connections to the (1-2) qualifying retailers, with the goal of increasing access to fresh local, affordable produce.

Assigned staff will provide technical assistance to (1-2) qualifying retailers on approaches to increase availability and promotion of healthy food and beverage purchases, such as: placement/promotion strategies, reduced pricing strategies, improving the selection, quantity, and quality of more healthy food items, actively engaging in Farm

to Fork efforts that promote seasonal produce items matching the monthly Harvest of the Month education elements.

### **Category C: Faith-Based**

Engage 3 qualifying faith based entities in predominantly African-American and/or Latino communities to implement the *Body and Soul* program, and culturally relevant nutrition education and physical activity promotion to reach 250 participants and to influence organizational and systems changes in the faith based community.

Recruit and assign qualified staff member to engage the faith-based community; this person should be culturally competent. Possess knowledge of cross-cultural skills, awareness of cultural worldviews as well as cultural differences, attitudes and practices. Understand faith-based organization operations. Assigned staff will attend all required County of Riverside, DPH and/or Network training on how to engage faith based leaders and implement and track Body and Soul program and complementary nutrition-education components. Trainings will include a minimum of two Network webinars providing updates, evidence based practices and showcasing successful faith-based interventions. Assigned staff will recruit qualifying faith based sites and engage faith based leadership to support the program. Assigned staff will train faith based sites to conduct interventions using the Body and Soul program and Toolbox. Provide technical assistance, support to Faith Based entities and effective delivery of the comprehensive program.

Assigned staff will provide technical support to faith based members. Conduct walk ability assessment and conduct assessment of foods prepared, provided, and sold at faith based events applying Network-provided tools. Apply assessment results to develop strategies for improving the quality of foods served at faith based related functions and events, and increase physical activity opportunities.

Assigned staff will provide technical assistance to the site based on the results of the assessments (outlined in Activity 5). The site leadership will advance, implement and promote healthy environmental changes at faith based organizations, such as:

- Create an overarching healthy food and beverage policy for faith based celebrations and meetings. Ensure healthy foods and beverages are provided and limit choices high in fat, sugar, and sodium. Initiate a community garden at faith based sites. Initiate on-going walking clubs for faith based members. Pursue and establish joint-use agreements with city-schools to create opportunities for increased community physical activity. Develop a healthy donation and distribution policy for Faith Based entities operating food pantries or food closets.

### **Category D: Nutrition Education**

A minimum of 600 unduplicated SNAP-Ed-eligible individuals in the community will participate in evidence-based nutrition-education classes designed to increase consumption of healthy foods and improve self-efficacy to promote change at the individual, family and organizational level.

Assigned staff will assess the attitudes, knowledge, beliefs and skills related to nutrition education and develop a plan of action. Specifically focused on increasing the access and consumption of healthy foods, Harvest of the Month, My Plate, the 2010 Dietary Guidelines for Americans (DGAs), and the needs of the target population.

Assigned staff will make preparations for conducting nutrition education classes. Each class will include skill-based lessons/activities, such as cooking activities, label reading etc. Each class will use Network-approved materials and follow 2010 Dietary Guidelines. Preparations may include: Organizing materials, selecting class assessment survey, purchasing food samples.

Assigned staff will recruit participants through Champion Moms, Community-Based Organizations (CBOs), Cal Fresh offices, schools, WIC or other partners to increase participation in classes. Recruit ethnic minorities, (Latinos, African Americans, Native Americans and Asian Pacific Islanders) with health disparities to attend classes that are linguistically and culturally appropriate. Conduct nutrition education classes to reach minimum of 600 unduplicated SNAP-Ed-eligible individuals.

#### **Category E: Community Engagement**

Collaborate with 2 community groups and 2 other organizations to engage a minimum of 35 neighborhood members to identify at least one food and beverage strategy in qualifying communities to increase access and consumption of healthy foods and beverages.

Assigned staff will co-host with the County of Riverside, DPH at least one county health forum to address primary prevention of diseases through healthier eating patterns and more physical activity. Recruit community leaders and members to participate in the forum from schools, after schools, worksites, Cal Fresh or WIC offices, faith-based channels etc. Some strategies may include: Identify health disparities in communities related to nutrition and physical activity barriers and propose solutions. Increase awareness of existing food policies in qualifying neighborhoods

Assigned staff will provide technical assistance to neighborhood members for monitoring and evaluating neighborhood changes.

#### **Consultant Deliverables:**

Consultant will submit monthly progress reports covering all above listed tasks with appropriate documentation that may include, but not be limited to: log of hours worked, assessment results, action plan(s) based on assessment results, copies of lesson plans/tools utilized and class sign-in sheets, documentation of recruitment efforts, and photographic documentation of activities.

#### **Consultant Responsibilities:**

- A. The consultant shall work under the supervision of the City's Neighborhoods, Historic Preservation, and Urban Design team within the Community Development Department.

- B. The Consultant shall be responsible for the successful completion of all tasks and progress reports as indicated under the headings of Consultant Tasks, Project Schedule, and Consultant Deliverables as required by the City of Riverside.
- C. All work shall be performed in accordance with the guidelines set forth by the guidelines set forth in the United States Department of Agriculture Supplemental Nutrition Assistance Program Education Guidance.
- D. Any published materials must contain a formal acknowledgement regarding the use of Federal funds to help finance the project and an Equal Employment Opportunity statement, as prepared by the United States Department of Agriculture.
- E. The Consultant is expected attend any relevant NEOP Branch local trainings as requested by City Staff.
- F. A range of public entities will be involved throughout the duration of the project, including local community health organizations and County of Riverside Department of Public Health Staff. Consultant will be expected to communicate with members of the public in both English and Spanish. Any use of social media by Consultant must follow City of Riverside standards and policies.

## **9. Services to be Provided by the City**

The City staff shall provide the following scope of work: provide Project/Contract administration; coordinate/attend project meetings; maintain financial records; provide *Network* grant management and prepare all grant documents; assist Consultant with administrative tasks; assist Consultant with recruitment, assessment, site selection and classroom reservations, and assist Consultant with class content and organizing necessary materials.

## **10. Proposal Content**

Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

### **10.1. Cover Letter**

The cover letter shall: 1) confirm that all elements of this RFP have been reviewed and understood; 2) include a statement of intent to perform the services as outlined; 3) express Applicant's willingness to enter into an Agreement under the terms and conditions prescribed by this RFP and in the Sample Agreement; 4) include a brief summary of Applicant's qualifications; and 5) identify a single person for possible contact during the RFP review process. The cover letter shall be limited to two (2) pages.

10.2. Statement of Understanding and Approach

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization and staffing required for the services requested. Applicant shall demonstrate feasibility and sustainability of approach.

10.3. Applicant Information

This section shall include relevant Applicant information including the address and telephone number for the Applicant's main office and any branch offices.

Each Applicant shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Members of the Organization's professional team (Managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program.

10.4. Qualifications and Experience

Applicant shall provide at least three (3) references, within the past five (4) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

Applicant shall include an explanation of experience in community work related to each category listed in the scope of work.

10.4.1. Evidence of Insurance

In addition, the Applicant shall provide evidence of possession of insurance.

10.5. Cost of Services and Budget Justification

An estimated amount not to exceed \$97,000 has been allocated for these services for the period of July 1, 2014 through September 30, 2014. The fee schedule should include individual hours for the project team and a not-to-exceed fee for the overall project. Educational materials and classroom rental will be provided by the City. Consultant shall include a budget justification demonstrating planned use of funds, for each category. Funds should be used primarily for individual hours and must be used according to the NEOP Branch fiscal guidance and Allowable/Unallowable Costs Packet, available here:

<http://www.cdph.ca.gov/programs/cpns/Documents/Network-AllowUnallowCosts-2014.pdf>

## **11. Public Records**

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review at least 10 days before selection and award. Note that under California law, price proposal to a public agency is not a trade secret.

If an Applicant claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal.

## **12. Evaluation Process and Criteria**

The RFP Review Committee will include, but not be limited to, City representatives from relevant departments.

Each proposal will be evaluated using the following criteria:

Applicant qualifications	50 points
Feasibility of strategy	20 points
Sustainability potential	15 points
Cost effectiveness	15 points
Total points possible:	100

The most qualified Applicant(s) may be asked to participate in an oral interview to discuss in greater detail the content of their proposal.

The most highly qualified Applicant shall then enter into exclusive negotiations with the City to formalize the Agreement, Scope of Work, and Compensation. These negotiations will address a fair and reasonable price for services and the terms of the Scope of Work. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Work, then the City will end negotiations with that Applicant and begin negotiations with the next Applicant which best meets the needs of the City, and so on until the City and the Applicant reach agreement.

**EXHIBIT 1**  
**Sample Professional Consultant Service Agreement**

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT (LOW RISK)**

[\*\*Enter CONSULTANT'S Name\*\*]

[\*\*Enter Brief Project Description\*\*]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and [\*\*Enter in CONSULTANT'S NAME\*\*], a [\*\*Enter in entity, *for example: a California corporation, a limited partnership, a limited liability company, etc.*\*\*] ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with the NEOP Branch ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until insert date unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed City staff designated total payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Community Development Department  
City of Riverside  
Attn: Eddy Jara  
3900 Main Street, 7<sup>th</sup> Floor  
Riverside, CA 92501

To Consultant

[\*\*Name of Consultant or Company\*\*]  
Attn: [\*\*Name of Representative\*\*]  
[\*\*Address\*\*]  
[\*\*City, STATE, ZIP\*\*]

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the

California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.** Except for City's sole negligence or willful misconduct, Consultant shall indemnify and hold City and City's officers and employees harmless from all

damages, costs and expenses, including attorneys' fees, in law or equity, including damage to property or personal injury, including death, that may arise or be incurred due to intentional or negligent acts, errors or omissions of Consultant or any of Consultant's employees, substitute Consultants or agents committed while rendering services pursuant to this Agreement. The parties expressly agree that any payment, attorney fee, cost or expense City incurs or makes to or on behalf of an injured City employee under City's self-administered Workers' Compensation program are included as a loss, expense or cost for the purposes of this paragraph. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

## **12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverage in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverage may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

**12.1.1 Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

**12.1.2 Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

**12.1.3 Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

**12.1.4 Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

**12.2 Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant

does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

**12.3 Commercial General/Auto Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and thereafter maintain during the term of this Agreement, such commercial general liability insurance to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by Consultant or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California. Consultant's commercial general liability policy shall cover both bodily injury (including death) and property damage (included but not limited to premises-operations liability, independent contractors liability, personal injury liability and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof. Also, if Consultant carries a "Business Auto Policy", a copy of the insurance policy must be provided to the City, otherwise Consultant shall provide their personal automobile policy.

Prior to the City's execution of this Agreement, insurance policies or original certificates along with additional insured endorsements acceptable to City and evidencing the coverage required by this Agreement for commercial general liability shall be filed with City and shall include City, its officers and employees as additional insureds. Said policy shall be in the usual form of commercial general liability insurance, but shall include the following provision:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

Policies provided shall specify that the insurance provided by the Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to City.

**13. Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

**14. Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**15. City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has

actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, and brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance with Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and those licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 25 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount

until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue and Attorneys' Fees.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees. However, the recovery of attorneys' fees by the prevailing party is limited to individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fee. In no action shall an award of attorneys' fees to the prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or

agreements of the parties. Neither party has been induced to enter into this Agreement nor is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

(Signatures on following page)

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation  
a California corporation

[\*\*CONSULTANT’S NAME\*\*],

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
[Title]

Certified as to Availability of Funds:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Finance Director  
\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Title]

Approved as to Form:

By: \_\_\_\_\_

***Deputy City Attorney***

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

The Individual or Applicant selected for this program shall be responsible for the following tasks:

#### **CONSULTANT TASKS:**

[Enter the proposed activities and dates for each Service Category]

#### **CONSULTANT DELIVERABLES:**

- Consultant will submit monthly progress reports covering all above listed tasks, including log of hours worked, results of assessments, a plan of action for classes based on assessment results, copies of lesson plans and class sign-in sheets, documentation of recruitment efforts, and photographic documentation of classes.

#### **CONSULTANT RESPONSIBILITIES:**

- A. The consultant shall work under the supervision of the City’s Neighborhoods, Historic Preservation, and Urban Design team within the Community Development Department.
- B. The consultant shall be responsible for the successful completion of all tasks and progress reports as indicated under the headings of Consultant Tasks, Project Schedule, and Consultant Deliverables as required by the City of Riverside.
- C. All work shall be performed in accordance with the guidelines set forth by the guidelines set forth in the United States Department of Agriculture Supplemental Nutrition Assistance Program Education Guidance, and by the *Network for a Healthy California* Local Projects Guidelines Manual.
- D. Any published materials must contain a formal acknowledgement regarding the use of Federal funds to help finance the project and an Equal Employment Opportunity statement, as prepared by the United States Department of Agriculture.

#### **Services to be Provided by the City**

The City staff shall provide the following scope of work: provide Project/Contract administration; coordinate/attend project meetings; maintain financial records; provide *Network* grant management and prepare all grant documents; assist Consultant with administrative tasks; assist Consultant with recruitment, assessment, site selection and classroom reservations, and assist Consultant with class content and organizing necessary materials.

## **EXHIBIT “B”**

### **COMPENSATION**

#### 12.1. Cost of Services

The Consultant shall provide a detailed budget justification explaining their proposed cost of services. The budget should include individual hours for the project team and a not-to-exceed fee for the overall project.

## **EXHIBIT “C”**

### **KEY PERSONNEL**

**USDA SNAP-Ed and *Nutrition Education and Obesity Prevention (NEOP) Branch Grant* Program is a joint endeavor of the City of Riverside Community Development Department and Mayor’s Office. Key personnel include the following individuals:**

**Eddy Jara, Community Development Department**

**[ejara@riversideca.gov](mailto:ejara@riversideca.gov)**

**Agueda Padilla, Community Development Department**

**[apadilla@riversideca.gov](mailto:apadilla@riversideca.gov)**

**Alicia Albertson, Community Development Department**

**[aalbertson@riversideca.gov](mailto:aalbertson@riversideca.gov)**